

1909-003 Chancery Causes: Keokee Consolidated Coke Co] vs. Mary M. Morris, infant to
Lee County

Legg, Gates, Huff, Witt, Palmer

- Deed

CA - Contract Dispute

T - Property

To the Hon. H. A. W. Skeen, Judge of the Circuit Court for Wise County, Virginia.

Humbly complaining your arator, Keokee Consolidated Coke Company, a Corporation, would respectfully represent and show unto your honor ~~as~~ follows:

That heretofore James K. P. Legg and Malinda Legg his wife were the owners of certain land situated in the Crab Orchard, Lee County, Virginia, which by deed dated March 12, 1894, ~~they~~ conveyed to their children, Elizabeth J. Gates, U. S. Grant Legg, Corah R. N. Legg now Huff, wife of William R. Huff, Dora B. Legg now Witt, wife of E. E. Witt, Nervesta M. K. Legg who married A. E. Morris and is now deceased, as will more fully appear by a copy of the said deed which is herewith filed as part of this bill marked "Exhibit No. 1."

That in said deed said Jas. K. P. Legg and wife retained a lien upon the property for their support and maintenance; that after the making of the said Deed the said Legg and wife and each ~~and~~ all of their children, their wives and husbands, entered into a lease contract with the Keokee Coal & Coke Company in consideration of [✓] certain royalty to be paid by the said Keokee Coal & Coke Company to the said Legg, wife and children. That afterwards to-wit, about the month of November, 1908, the said Nervesta M. Morris, wife of A.E. Morris, departed this life intestate, leaving as her heirs at law two infant children, Malinda R. Morris and Mary M. Morris, aged respectively seven and five years. After the said deed or lease had been made to the said Keokee Coal & Coke Company, the said J. K. P. Legg, his wife and his said children entered into a written contract, whereby they agreed to partition a portion of the surface of the said land so conveyed and agreed that each one should have the use of the lands free from the claims of the other in certain twenty acre lots, which lots were laid out and surveyed by W. E. Thompson, County Surveyor, in the year 1908, a copy of said partition and boundaries of each of said lots as made by the said

W. E. Thompson is herewith filed as part of this bill as Exhibit " No 2."

That after the said contract or partition had been made and the said lots duly surveyed and laid out, the said Elizabeth J. Gates, U. S. G. Legg, Cora R. N. Huff, Dora B. Witt, and Nervesta M. K. Morris took possession of the said several lots as referred to having been laid off to them as shown in said Exhibit No. 2. The said Dora B. Witt received lot No. 2 as described in the said Exhibit, and the said Nervesta Morris lot No. 3 as described therein and have since that time retained and held possession under said agreement or partition up to the present time. And your orator alleges and will show unto your honor that after the said partition of each of the said twenty acre lots had been made, the said Dora B. Witt took exclusive possession of the lot so assigned to her and has since that time been in the open, notorious, and adverse possession of the same, claiming it as her individual property, free from the rights of the other co-partners. Since the said agreement between the said Legg and wife and their children, the *Keokee Coal & Coke Co., assignor of the* Keokee Consolidated Coke Company, a corporation, desired to obtain the fee simple estate in a small portion of the lot which had been assigned to the said Dora B. Witt, and under an agreement made with the Keokee Coal & Coke Company, arbitrators were agreed upon to ascertain the value of the said strip of land so desired by the said Company and said arbitrators met upon the land and assessed the value thereof and damages to the residue at the price of \$1250.00, pursuant to which the said Dora B. Witt, her husband, ~~her~~ said father and mother and all her brothers and sisters, except Nervesta M. Morris, deceased, on the 30th day of September, 1909, executed a deed for the said strip of land conveying the same to the said Keokee Consolidated Coke Company as will more fully appear by a copy of the said deed which is herewith filed as part of this bill as Exhibit No. 3.

It was further agreed ~~by~~ the ~~terms~~ of the said deed that the said Keokee Consolidated Coke Company should retain one-fifth of

the purchase money for said strip of land until the legal title of the infant heirs of Nervesta M. Morris could be obtained by proper proceedings in this court. And it was further agreed that the said plaintiff should institute this suit at its own expense for the purpose of obtaining a decree and conveyance of legal title of the said infants heirs in and to the said strip of land.

Your orator is advised that by agreement between the said Dora B. Witt and her said brothers and sisters, and the said Nervesta M. Morris in her life time that the said Dora B. Witt would be entitled to receive the whole of the said \$1250.00.

Your orator alleges that the said Nervesta M. Morris in her life time admitted and conceded the right of the said Dora B. Witt in the said twenty acre lot of land,

The premises considered your orator is advised that it has the right to maintain this suit for the purpose of extracting the legal title in the said strip of land from the said infant heirs of the said Nervesta Morris, and to have the same transferred by proper deed to your orator.

The prayer therefore of your orator is that the said Malinda R. Morris and Mary M. Morris be made parties defendant to this bill of complaint and be required to answer the same, but not under oath; that a guardian ad litem be appointed to answer for them in this cause, and that so far as the legal title in and to the said strip of land is vested in the said infants as heirs at law of the said Nervesta M. Morris, that the same be transferred and conveyed to your orator as the assignee of the said Dora B. Witt. And to this end your orator prays that a Commissioner be duly appointed to convey whatever legal title that may be invested in the said infants in the said lot to your complainant, and that the legal title therein be divested by the said infants and invested in your orator. And may all other, further and general relief be granted your orator that the nature of its cause and good conscience requires, and it will ever pray &c.

*James O. Morrison &
Cecumpton Bros P.V.*

Heoke Consolidated
Lumber Co - Compt.

vs. } Bill to
 } Extract Lumber
 } Title in 1.122
 } R.R. right of way

Wm. M. Morris vs. Heoke

1909 1st Dec. Rules
Bill filed, Ans.
Ga. L. filed and
cause set for
hearing.

Costs:

| | |
|--------|---------|
| Clerk | \$7.03 |
| Atty. | 15.00 |
| Ga. L. | 5.00 |
| | <hr/> |
| | \$27.03 |
| N.P. | 3.00 |
| | <hr/> |
| | \$30.03 |

In the Circuit Court for the County of Lee,
to-wit:

THE ANSWER OF Mary M. Morris & Melinda
R. Morris -

infants under the age of twenty-one years, by M. G. Ely
guardian *ad litem*, assigned to defend them in this suit, to a bill of complaint exhibited against
them and others in the Circuit Court for the County of
Lee, by Keokee Consolidated Coke Co. and others.

The respondent, reserving to themselves the benefit of all just exceptions to the said bill, for
answer thereto, answering by said guardian *ad litem*, say that they are infants of
tender years, and by reason of such disability are incapable of understanding, or of
taking care of their rights and interests, They therefore commend the same
to the protection of the court, and prays that no decree may be pronounced which will tend
to their prejudice.

And having answered, the respondent pray to be hence dismissed with their
reasonable costs, in this behalf expended; and They will ever pray, &c.

M. G. Ely Guardian *ad litem*.

p. d.

Virginia County
OF
Lee } ss.

This day, M. G. Ely, whose name is signed to
the foregoing answer, personally appeared before me, H. C. T. Ewing Clerk
and made oath that the statements made therein, so far as they depend upon his own knowl-
edge, are true, and so far as they depend upon knowledge derived from others he believes them
to be true.

Given under my hand, this 30th day of Nov 1909 -

H. C. T. Ewing, Clerk.
By M. P. H. H. H. H. H.

Mary M. Morris et al. -

adv. }

ANSWER
OF
INFANT DEFENDANT.

Keokuk Consolidated Coke Co

Filed Nov. 30, 1909.

W. C. Ewing, Clerk.

G. A. L. \$5.00

KEOKEE CONSOLIDATED COKE COMPANYComplainant.

Vs.

MALINDA R. MORRIS and MARY M. MORRISDefendants.

This cause came on this day to be heard upon the bill of the complainant and exhibits filed therewith, the answer of Mary M Morris and Malinda R. Morris by their guardian ad litem, M. G. Ely, a discreet and competent Attorney at Law appointed at rules by the Clerk of this court to defend the said infants, general replication to the said answer, the depositions of witnesses filed herein on December 2nd, 1909, and was argued by counsel.

Upon the consideration of all which the court is of the opinion that the said Mary M. Morris and Malinda R. Morris have no interest in the tract of land described in the bill and proceedings, except the naked legal title to one-fifth undivided part thereof which became vested in them as heirs at law of Nervesta M. Morris, deceased, And it appearing to the court that under ^{a written} contract entered into between Dora B. Witt and the said Nervesta M. Morris, deceased, and others, during the life time of the said Nervesta M. Morris, the said Nervesta M. Morris agreed in writing to convey to the said Dora B. Witt, all her right, title and interest in a twenty acre lot of land which includes the strip of land in controversy in this cause, and that the said Nervesta M. Morris receive in lieu of her interest in the said twenty acre lot of land, another parcel of land of equal value, and that the plaintiffs in this cause as assignees of Dora B. Witt, under deed dated September 30th, 1909, filed as exhibit No. 3 in this cause, are entitled to have the legal title to the tract of land described in the said deed which is vested in the said infant defendants as heirs at law of the said Nervesta M. Morris, deceased, divested from said infants and invested in the said plaintiffs, it is therefore adjudged, ordered and decreed that Robt. L. Pennington, who is hereby appointed a Special Commissioner for the purpose will, on behalf of the said Malinda R. Morris and Mary M. Morris, infants, make, execute and deliver a good and sufficient deed, with covenants of special warranty, conveying unto the said Keokee Consolidated Coke

Company all the right, title and interest of the said infants in and to the said tract of land in the bill and exhibits fully described and report his action to the present term of this court.

It now further appearing to the court that the said Robt. L. Pennington, who was hereinbefore directed to make, execute and deliver to the Keokee Consolidated Coke Company a ~~said~~ deed of conveyance, has executed and filed with his report thereof the said deed so directed to be made, and there being no exceptions to the said report and said deed, the same is hereby approved and confirmed. And ~~the~~ said plaintiff, the said Keokee Consolidated Coke Company will take and hold the tract of land in the said deed fully described, free from all claims either legal or equitable by the said Mary M. Morris and Malinda R. Morris, infants, and said Commissioner will deliver said deed to the said plaintiff, and there remaining nothing further to be done in this cause, it is stricken from the docket.

[Handwritten notes and signatures in cursive script, including names like "Wm. L. Pennington" and "Mary M. Morris"]

Kokee Co. Co. Co-

of { Decree final

Mary M. Morris et al

Entered in CCB
No 8, page 566

Enter this Dec

13 - 1909 -

Haw, Sime,

to be done in this cause, it is stricken from the docket.

said deed to the said plaintiff, and there remaining nothing further
and Malinda R. Morris, infants, and said Commissioner will deliver
from all claims either legal or equitable by the said Mary M. Morris
and hold the tract of land in the said deed fully described, the
said plaintiff, the said Kokee Consolidated Coke Company will take
and said deed, the same is hereby approved and confirmed. And the
directed to be made, and there being no exceptions to the said report
ance, has executed and filed with his report thereof the said deed so
liver to the Kokee Consolidated Coke Company a ~~said~~ deed of convey-
Pennington, who was hereinbefore directed to make, execute and de-
It now further appearing to the court that the said Robt. J.

and report his action to the present term of this court.

to the said tract of land in the bill and exhibits fully described
comparatively all the right, title and interest of the said infants in and

The deposition of W. S. Palmer and others taken before me
E. M. Cooper a Notary Public in and for the County of
Lee and State of Virginia, at the office of the Keekee Consolidated
Coke Company, in the Town of Keekee, Virginia, between the hours of
8:00 A.M. and 8:00 P. M. on the 1st day of December, 1909, pursuant
to agreement of attorneys for the plaintiffs and M. G. Ely, guardian
ad litem for the infant defendants, in a certain suit in Chancery
now pending in the Circuit Court of Lee County, Virginia, wherein
the Keekee Consolidated Coke Company is plaintiff and Malinda R. Mor-
ris and Mary M. Morris, infants, are defendants.

We, the undersigned hereby agree that the following depositions
shall be taken on the following interrogatories and for the purpose
in the caption mentioned. This November 29th, 1909.

Hampton Bros.
Atty's for Keekee Consolidated Coke Co.

Mrs. Ely
Guardian ad litem for Malinda R. Morris and
Mary M. Morris, infants.

W. S. Palmer, witness of lawful age being duly sworn deposes and
says:

Q. Please state your age and residence?

A. Age 50, residence Keekee, Va.

Q. Are you acquainted with J.K.P. Legg, his wife, Sons, Daughters,
Sons-in-law and the two infant children of Nervesta M. Morris?

A. I am.

Q. Have you heard of a partition of the lands which were conveyed
by J.K.P. Legg and his wife, to his children, co-defendants in this
cause of a portion of the land conveyed by them?

A. I have.

Q. Are you acquainted with the various boundaries which were as-
signed to each, Mrs. Elizabeth J. Gates, U. S. Grant Legg, Cora R.N.
Huff, Dora B. Witt and Nervesta M. Morris?

A. I am.

Q. Please state whether or not in your opinion the lot which was

taken by Nervesta M. Morris is equal in value to that taken by Dora B. Witt?

A. Yes sir, it is.

Q. Please state whether or not each of the said Legg children have taken possession of the various lots which had been assigned to them, and have been in possession of them since said partition was made, if you know?

A. They did, and have been in possession since then all the time.

Further this deponent sayeth not.

W. S. Palmer

Emerson E. Witt, witness of lawful age being duly sworn deposes and says:

Q. State your age and residence?

A. Age 32 $\frac{1}{2}$ residence Keokee, Va.

Q. State what relation if any you are to Malinda R. Morris and Mary M. Morris, infants defendants in this suit?

A. I am their uncle by marriage, my wife being sister to Mrs. Nervesta Morris, the Mother of the said two infants.

Q. State if you know, the date of Mrs. Nervesta Morris' death?

A. She died in the fall of 1903.

Q. Previous to Mrs. Morris' death, state whether or not there was an agreement to partition or divide a portion of the land which was deeded to your wife and her Brother and Sisters by J.K.P. Legg and wife, and state whether or not this agreement was reduced to writing?

A. There was an agreement that we were to make deeds to each other for the various twenty-acre lots, which were reserved in the Keokee Coal & Coke Company lease, as soon as convenient and they had been laid off. It was in writing and was signed by all parties.

Q. Did you all afterwards agree on the various twenty-acre lots which you were each to have between you all.

A. We did, and I suppose Mrs. Morris was satisfied with the lot which she got, as I never heard her raise any objection to it. She went and took possession of it and lived on it until her death.

Q. Was the lot which was laid off to Mrs. Morris equal in value to that which Mrs. Witt received, in your opinion?

A. Considering our lease we had on it, I believe it was.

Further this deponent sayeth not.

E. C. Witt

J. J. Gates, witness of lawful age being duly sworn deposes and says:

Q. State your age, residence and relationship to the infant defendants, Malinda R. Morris and Mary M. Morris?

A. I am their uncle by marriage, their mother being a sister to my wife.

Q. Have you heard the deposition of Mr. Witt who has just deposed?

A. Yes sir.

Q. Asking you the same questions which have been asked Mr. Witt, would your answers be the same thereto as his?

A. Yes sir, the same I would have answered.

Q. Did you ever hear Mrs. Morris say anything about the lot which was assigned to her of twenty-acres, as to whether it was satisfactory or not?

A. I heard no objection and suppose it was satisfactory.

Further this witness sayeth not.

J. J. Gates

A. E. Morris, witness of lawful age being duly sworn deposes and says:

Q. State your age, residence and relationship to the infant defendants, Malinda R. Morris and Mary M. Morris.

A. Age 36, residence Keokee, Va. I am the Father of the two infant defendants.

Q. State whether or not you know, if in the life of your wife, Mrs. Nervesta Morris, she signed an agreement to make conveyance to her brother and sisters of the various lots of 20-acres each, which were to be laid off out of the lands which had theretofore been conveyed to her and her brother and sisters by J.K.P. Legg and wife.

A. Yes sir, she did.

Q. After this agreement had been signed, were lots of 20-acres each laid off to each of the Legg children?

A. Yes sir.

Q. Was this before your wife died?

A. Yes sir.

Q. Did your wife take charge of the lot which was assigned to her?

A. Yes sir.

Q. Was she satisfied with the lot assigned her?

A. I suppose so, as I heard no objection from her.

Q. Did Mrs. Witt take charge of the lot which had been assigned to her?

A. Yes sir.

And further this witness sayeth not.

C. E. Morris

Jas. K. P. Legg, a witness of lawful age being duly sworn deposes and says:

Q.-1- State your age, place of residence, and relationship to Nervesta M. Morris deceased, and her two infant children Malinda R. Morris and Mary Morris?

A. I am sixty-four years of age, am the father of Mrs. Nervesta M. Morris deceased, and the grand-father of the said two infants children. I am also their guardian appointed by the Circuit Court for Lee County.

Q.-2- It is alleged in the plaintiff's bill in this case that in the year 1894 you and your wife conveyed said lands, subject to certain rights of yourself and wife, to your children one of which was Nervesta M. Morris, and that after you and your wife had made your children said deed, your children entered into an agreement whereby they were to divide a certain portion of the land by the agreement, and at a future date to make deeds between themselves car-

rying out the agreement. I will ask you to state whether or not you know anything of such an agreement and whether or not it is in writing.

A. There was an agreement made between my said children and it was put in writing. I believe that this agreement is at my home at Keokee, in this County, and it provides that these children were to made deeds between them releasing to each other the legal title in certain portions of the land. *I will file a copy of this contract if I can find it - and will send to the Clerk to be filed as exhibit - "A."*

Q-3- Do you consider that Mrs. Morris' share selected by her and agreed to be conveyed to her by the said agreement hereinbefore mentioned equal in value, all things considered, to the tract which Mrs. Witt was to have under said agreement?

A. I do.

Q-4- Do you know of any reason whereby the interest of the infants would in any way be prejudiced by the conveyance of the legal title from the said infants?

A. I know of no reason whatever whereby the said infants would at all be prejudiced by the conveyance of the said legal title.

And further this witness sayeth not.

J. K. P. Legg

Virginia,

Lee County, to-wit:

I, *E. M. Cooper* A Notary Public in and for the County of Lee in the State of Virginia, do hereby certify that the foregoing depositions of W. S. Palmer, Emerson E. Witt, J. J. Gates, A. E. Morris and J. K. P. Legg, were duly taken, sworn to and subscribed before me at the time and place and for the purpose in the caption mentioned.

My Commission as Notary Public expires on the 16 day of Aug 1904.

Given under my hand this the 1st day of December, 1900.

Notary fee. \$3 00

E. M. Cooper N.P.

Keshelondocutia
Coe & Co. Co-

vs { Depositions
for
{ Plaintiffs

Mary M. Morris et al

Received by me in
good condition &
paid - Dec. 2, 1909.
H. C. G. Gering,
Clerk.

Know all men by these presents that this indenture and bargain made this 1st day of March, 1894, between James K. P. Legg and Malinda his wife in the County of Lee and State of Virginia of the first part and E. J. Gates, U. S. Grant Legg, Coreah R. N. Hegg, Borah B. Legg, Nervesta M. K. Legg, of the same place, son and daughters of the said J. K. P. Legg and Malinda his wife of the second part.

Witnesseth that the said James K. P. Legg and Malinda his wife, for and in consideration of the sum of \$5.00 cash in hand and for the natural love and affection which they have unto these above mentioned children and heirs by these presence does give, grant alien enfeoff and confirm unto the said E. J. Gates, U. S. Grant Legg and Choreah R. N., Doreah B. and Nervesta M. K. Leggs, their heirs and assigns forever all their lands owned by each of them, together with all live property on said land owned by them, also all notes, household and kitchen furniture and farm implements, wagons, mowing machines &c. belonging to either of them. The land includes all land owned by either of them lying and being in the Crab Orchard on the waters of Big Crab Orchard Creek and bounded as follows: Viz; Bounded on the North by R. C. Ballard Thrustons and Wm. Jone's heirs, Jessie Moore on the east, by W. W. James and Crab Orchard Coal and Iron Company, on the South by Wells branch, and H. F. Barker, on the southwest by Louisa J. Legg and U. S. G. Legg and E. D. Barkers land, together with all and singularly the tenements hereditaments and appurtenances thereunto belonging or in any wise appurtenant, and the reversion and reversions, remainder and remainders, rents, issues, profits, or any grain thereto and all the estate, right, dower title, interest, property claim and demand whatsoever of the said parties of the first part of in and to the said premises with the appurtenances and every part and parcel thereof.

To have and to hold all and singular the above granted premises with the appurtenances unto the said E. J. Gates, U. S. Grant, and Choreah R. N. and Dorah B. and Nervesta M.K. Leggs, their heirs and assigns forever, we the parties of the first part reserves and re-

tains a lien on said land for our support and maintainance during our natural lives.

In witness whereof the parties of the first part has hereunto set their hand and seals the day and year above written.

Signed, sealed and delivered in the presence of witnesses.

James K.P.Legg (Seal)
Malinda L. Legg (Seal)

Witnesses.

E.M.Cooper.
S.L.Smith.

State of Virginia,

County of Lee, to-wit:

I, F.M.Parsons, a Justice of the Peace in and for the County and State aforesaid do certify that James K.P.Legg and Malinda L. Legg his wife, whose names are signed to the foregoing deed bareing date on the 1st day of March, 1894, acknowledged the same before me in my county and State.

Given under my hand and seal this the 1st day of March, 1894.

F.M.Parsons, J.P.

Virginia, Lee County, to-wit:

In the office of the clerk of the County court for said county the 1st day of July, 1902, this deed was presented and together with the certificate thereto annexed, admitted to record at 9:30 o'clock A.M.

Teste: B.M. Morgan, Clerk.

M. P. Leggett & Co.

To { Copy of
{ record

Don B. Leggett & Co.

Keokuk Co. Co.

vs { Exhib-
{ No 1-

Wm. M. Munroe & Co.

COPY.

(Handed to Douglas Pattison, Eng., K.C. & C. Co., by W. E. Thompson, County Surveyor, June 27, 1908.)

By request of J. K. P. Legg and his heirs, I have surveyed and laid off the following boundarys according to the _____ of the said J. K. P. Legg, and his heirs. I have first layed off to Dora B. Witt the following boundary:

Lot #1 Beginning at a stake on the side of the hill northeast of the house where the said Dora B. Witt now lives: thence N. 1 W. 700 feet to a stake crossing the R. R. center at 323 feet; N. 68 W. 412 feet to a stake in the edge of the road; N. 22 W. 270 feet to a stake at the forks of the public road; N. 81 W. 355 feet to a stake; S. 20 49' W. 700 feet to a stake on the north line of the Railroad R.W.S. 33 E. 816 feet to a stake; N. 74 15' E. 677 feet to the Beginning, containing twenty acres. Excluding the R. R. R. W. and a Grave yard.

I layed off to Cora Huff. Lot Number 2, the following boundary.

Beginning at a stake on the north line of the R. W. the 6th corner to the lot of Dora Witt's, thence with a line of the same reversed. N. 20 49, E. 300 feet to a stake; S 81 W. 1015 feet to a chestnut on a steep bank; N. 20 45 W. 229 feet to a Red Oak on the boundary line; S. 86 15' W. 136 feet to a small white oak; S. 20 45' E. 200 feet to a stake; S. 165 to a stake; S. 35 45' W. 580 feet to a walnut; S. 69 15' E. 271 feet to a stake on the south side of the Railroad; S. 10 30' W. 494 feet to a stake; S. 23 45' E. 212 feet to a locust; S. 74 30' E. 131 feet to a stake in a hollow; N. 31 15 E. 275 feet to a stake on a hill side; N. 17 30' W. 145 feet to a stake; N. 38 30' E. 725 feet to a stake; N. 82 E. 610 feet to a stake on Dora Witts line with the same N. 33 W. 300 feet to the BEGINNING, containing twenty (20) acres excluding R.R.R.W.

I then layed off to Vesta Morris the following boundary, BEGINNING at the mount of the Marris Branch N. 31 W. 100 feet to a stake; S. 84 W. 100 feet; N. 20-3/4 W. 200 feet to a small black walnut; N. 66-1/2 W. 136 feet to a walnut, N. 52-1/4 W. 130 feet; N. 29-3/4 W.

230 ft. N. $15\frac{3}{4}$ W. 427 ft. N. $45\frac{1}{4}$ W. 203 ft. to a chestnut; N. 50 W. 590 ft. to a stake in a branch; N. $6\frac{1}{2}$ W. 115 ft. N. 87 W. 257 ft. to a stake five feet from a white walnut and three feet from a small white oak, S. $35\frac{3}{4}$ W. 139 ft. to a stake near a hollow; S. 15 E. 845 ft. Black oak and chestnut pointer; N. $80\frac{1}{4}$ E. 656 ft. to a white oak; S. $27\frac{3}{4}$ E. 275 ft. S. $5\frac{3}{4}$ E. 180 ft. to a stake; S. 33 E. 427 ft. to a stake; S. $43\frac{1}{2}$ E. 380 ft. N. 35 E. 405 ft. E. 158 ft. to the BEGINNING, containing 20 acres.

I then layed off for James Gates the following boundary BEGINNING at a stake in the coal Company's line a corner to Gates & Legg two and one-half acre lot S. $44\frac{1}{2}$ E. 336 ft. to a stake corner to the said lot; N. 45 30' E. 255 ft. to a stake in a branch; with the same S. $17\frac{1}{2}$ E. 90 ft. S. $43\frac{1}{4}$ E. 100 ft. S. 64 E. 86 ft. to a stake on Vesta Marris lot with the same N. 87 W. 225 feet to a stake and pointers; (call omitted) S. 15 E. 249 ft. stake. S. $53\frac{1}{4}$ W. 280 ft. to a white oak; S. $22\frac{1}{2}$ E. 390 ft. to a double dog-wood; S. 47 W. 300 ft. to a stake on a rise; S. $83\frac{3}{4}$ W. 259.5 N. 40 50' W. 425 ft. to a stake; N. $7\frac{1}{2}$ W. 475 ft. to a stake; N. 45 45' W. 100 ft. to a rock and green pointer on the boundary line with the same N. 23 E. 224 ft. N. 41 45' E. 210.5; S. 55 30' E. 93.5; N. 80 45' E. 304.5 feet. N. $38\frac{3}{4}$ E. 148 ft. to the BEGINNING, containing twenty (20) acres.
U.S.G. Legg's share.

Beginning at a stake at the mouth of a small hollow, corner to Cora Huff's lot; S. 30 W. 181 ft. to a stake; S. 17 W. 395 ft. to a stake; S. 47 45' W. 247 ft. to a stake in bend of road, property line corner with the same; S. 82 30' W. 71.7 ft. to a stake on R.R. line near center; S. 41 W. 173 ft. to a stake; S. 83 45' W. 123.8 ft. to a stake; thence N. 53 15' W. 101.5 ft. to a stake; S. 67 45' W. 92.5 ft. to a stake; S. 33 15' W. 101.5 ft. to a stake; S. 49 45' W. 275 ft. to a stake; thence leaving road N. 27 W. 485 to a stake; N. 19 30' E. 321 ft. to a stake; N. 47 30' E. 622 feet to a stake at fence, corner to Vesta Marris's share, N. 35 E. 405 ft. to stake; E. 158 ft. to a stake in the mouth of Morris Branch; S. 63 30 E. 236 ft. to a stake; corner to Cora Huff's lot, S. 23 45' E. 212 ft. to a locust; S. 74 30' E. 131 ft. to the BEGINNING, containing twenty (20) acres.

Hester Com. Co. Co-

vs. } Exhibit
 } No 2

Mary Morris et al

Pennington Bros.
ATTORNEYS AT LAW,
JONESVILLE AND PENNINGTON GARVA.

THIS DEED MADE AND ENTERED INTO this the 30th day of September, 1909, by and between DORA B. WITT and EMERSON E. WITT, her husband; J. K. P. Legg and MALINDA L. LEGG, his wife; U. S. G. LEGG and SARAH F. LEGG, his wife; ELIZABETH J. GATES and J. J. GATES, her husband; CORA R. N. HUFF and WILLIAM M. HUFF, her husband, and A. E. MORRIS husband of NERVESTA M. MORRIS, deceased; parties of the first part, and the KEOKEE CONSOLIDATED COKE COMPANY, A CORPORATION, party of the second part;

-W I T N E S S E T H:-

THAT, WHEREAS, a certain agreement in writing was made and entered into, bearing date the fifth day of August, 1909, by and between the Keokee Coal & Coke Company, a corporation, and the aforesaid Dora B. Witt, and Emerson E. Witt, her husband, in accordance with which George C. Jessee, A. D. Litton and Ira Baker were names as commissioners who should go upon the strip of land hereinafter mentioned and described, claimed by the said Dora B. Witt and Emerson E. Witt, her husband, and wanted in fee simple by the said Keokee Coal & Coke Company, and acting in all respects as if they were commissioners regularly appointed by the proper court, should take the oath and make the finding as is set out and required in sub,sections 7 and 8 of section 1195f, Code of Virginia, 1904; and said Keokee Coal & Coke Company agreeing to pay the sum found by the said commissioners to the said Dora B. Witt and Emerson E. Witt as soon as they should deliver a deed for said land, with covenants of general warranty, in which deed the said J. K. P. Legg and wife and the other adult children of the same, and their consorts should unite conveying and releasing without warranty their interest, which deed should vest in the said Keokee Coal & Coke Company the same title and right that said company should acquire by a condemnation proceeding; and said agreement further providing that in as much as one interest of the said Legg heirs stood vested in infants, a ratable portion of the purchase money should be with-held for said share until the legal title of said infants should be obtained by

court proceedings, which proceedings the said Keokee Coal & Coke Company bound itself to bring forthwith and to prosecute, at its own expense, which company should also pay the expense of the commissioners in making the said award; and,

WHEREAS, the said A. D. Litton, George C. Jessee and Ira Baker afterwards, to-wit, on the 12th day of August, 1909, pursuant to the said agreement, went upon the said land and after taking the oath required in the aforesaid agreement made, signed and delivered to the said parties the following findings, to-wit:

"We, A. D. Litton, George C. Jessee and Ira Baker, commissioners, appointed by the agreement of Dora B. Witt and Emerson E. Witt of the one part, and the Keokee Coal & Coke Company of the other part, a copy of which said agreement is appended hereto and made a part of this report, to ascertain what will be a just compensation for such part of the land of the freehold whereof Dora B. Witt and Emerson E. Witt are tenants, and for such other property as is proposed to be taken by the Keokee Coal & Coke Company and to assess the damages, if any, resulting to the adjacent or other property of said tenant or owner, or to the property of any other person, beyond the peculiar benefits that will accrue to such properties, respectively, from the construction and operation of the company's works, do certify that on the 12th day of August 1909, the date agreed upon by said parties, we met together on the said part of the land, the limits of which were then and there described to us as follows, to-wit:

BEGINNING at a point fifty feet (50') North twelve degrees and forty five minutes (12 45') East of Station #687 94 of the Black Mountain Railroad; thence North seventy seven degrees and fifteen minutes (77 15') West 934.3 feet; thence South twenty degrees and twenty five minutes (20 25') West 104.8 feet to the line of the Black Mountain Railroad Company's right of way; thence eastward along the said Black Mountain Railroad Company's right of way to the BEGINNING, containing 1.112 acres.

The fee simple estate in which said tract or parcel of land

is proposed to be taken; and, after being duly sworn, upon a view of the land aforesaid, and of the adjacent and other property of the owner, and of the property of other persons who will be damaged in their property by the construction and operation of the Company's works, and upon such evidence as was before us, we are of the opinion and do ascertain that for said part and other property so taken TWELVE HUNDRED and FIFTY DOLLARS will be a just compensation for the land and the damages to the adjacent and other property of the said tenant or owner, and to the property of the other persons who will be damaged in their property by reason of the construction and operation of the works of said company, beyond the peculiar benefits that will accrue to such properties, respectively, from the construction and operation of such works.

Given under our hands this the 12th day of August, 1909.

A. D. Litton

G. C. Jessee

Ira Baker

AND, WHEREAS, the interest of the said Keokee Coal & Coke Company in and to the said premises has now become vested in the said Keokee Consolidated Coke Company, which company has assumed the obligation of the said Keokee Coal & Coke Company in the premises;

NOW, THEREFORE, for and in consideration of the premises, and in accordance with the finding of the aforesaid commissioners and for the consideration of Twelve Hundred and Fifty Dollars (\$1250.00), of which sum One Thousand Dollars (\$1000.00) is this day cash in hand paid by the party of the second part to the said Dora B. Witt and Emerson E. Witt, the receipt of which is hereby acknowledged; and the sum of Two Hundred and Fifty Dollars (\$250.00) is to be paid hereafter to the said Dora B. Witt and Emerson E. Witt as soon as the legal title of the infant heirs as law of Nervesta M. Morris, deceased, ^{of} one, the childred of J. K. P. Legg and Malinda L. Legg shall have been obtained by the said party of the second part, through proper court proceedings, which are to be brought for that purpose by the said party of the second part pursuant to the aforesaid agree-

ment of August 5, 1909, The said parties of the first part do grant, bargain, sell and convey unto the said party of the second part all that certain strip, piece or parcel of land situated and being in the Upper Crab Orchard, Lee County, Virginia, near Keokee, and more particularly bounded and described as follows, to-wit:

"BEGINNING at a point fifty feet (50') North twelve degrees and forty five minutes (12 45') East to Station #678 94 of the Black Mountain Railroad; thence North seventy seven degrees and fifteen minutes (77 15') West 934.3 feet; thence south twenty degrees and twenty five minutes (20 25') West 104.8 feet to the line of the Black Mountain Railroad Company's right of way; thence Eastward along the line of the said Black Mountain Railroad Company's right of way to the BEGINNING, containing 1.112 acres."

This being a portion of a tract of land upon which a certain lease agreement was made by the parties of the first part herein and the said Nervesta M. Morris in her life time with the said Keokee Coal & Coke Company, which lease agreement was dated November 1, 1906, and is of record in the Lee County Clerk's Office, and reference of the same is hereby made for a more particular description thereof, and this conveyance is not intended to alter or modify in any way the aforesaid lease agreement or to affect the rights of the parties to the said agreement, or their successors in interest in any manner, except that the twenty acre reservation provided in said lease agreement for said Dora B. Witt and her husband shall be reduced to the extent of 1.112 acres, and this instrument is intended to convey and vest in the said party of the second part such title to the said land and such right and interests therein and appertaining thereto as would have vested in the said party of the second part if it had been ^a public service railroad corporation and had acquired title to said land by regular condemnation proceedings under and pursuant to the laws of Virginia; and,

Said party of the second part covenants that it will forthwith institute legal proceedings, and its own expense, prosecute the same to extract title to the one-fifth undivided interest of, in and to the said strip or parcel of land which became vested in the infant

heirs of the said Nervesta M. Morris, deceased, upon her death, and that when the legal title to the same shall, by virtue of said proceedings, become vested in the party of the second part, the remainder of the purchase money herein contracted to be paid, to-wit; the sum of Two Hundred and Fifty Dollars (\$250.00), shall be paid to the said Dora B. Witt and Emerson E. Witt; and,

Said Dora B. Witt and Emerson E. Witt covenant that they will warrant generally the title to the said land; that they have done no act to encumber the title to the same and that the same is unencumbered; that the party of the second part shall have quiet and peaceable possession of the said land, and that they will execute or cause to be executed, subject to the foregoing covenants of this deed, such further assurances of title as may be requisite.

TO HAVE AND TO HOLD UNTO the said party of the second part its successors or assigns in fee simple.

WHEREUNTO WITNESS the following signatures and seals, this the day and year first above written.

| | |
|--------------------|--------|
| Dora B. Witt | (SEAL) |
| Emerson E. Witt | (SEAL) |
| James K. P. Legg | (SEAL) |
| Malinda L. Legg | (SEAL) |
| U. S. G. Legg | (SEAL) |
| Sarah F. Legg | (SEAL) |
| Elizabeth J. Gates | (SEAL) |
| J. J. Gates | (SEAL) |
| Cora R. N. Huff | (SEAL) |
| William M. Huff | (SEAL) |
| A. E. Morris | (SEAL) |

VIRGINIA: Lee County, to-wit:

I, E. M. Cooper, a Notary Public in and for the county aforesaid in the state of Virginia, do certify that Dora B. Witt and Emerson E. Witt, her husband; J. K. P. Legg and Malinda L. Legg, his wife; U. S. G. Legg and Sarah F. Legg, his wife; Elizabeth J. Gates and J. J. Gates, her husband; Cora R. N. Huff and William M. Huff, her husband; and A. E. Morris, the foregoing Nervesta M. Morris, deceased, whose names are signed to the foregoing deed, are the parties of the second part of the foregoing deed.

husband and A. E. Morris, deceased, whose names are signed to the foregoing writing bearing date September thirtieth, nineteen hundred and nine, has each acknowledged the same before me in my county aforesaid.

Given under my hand this the 27th day of October, 1909.

My commission expires on the 16th day of Aug., 1911.

E. M. Cooper, N. P.

Virginia, Lee County, to-wit:

In the Clerk's office of Lee County, on this the 12th day of November, 1909, the foregoing writing was presented, and together with the certificate annexed, admitted to record.

Teste: W. F. 5. Zwing, Clerk.

A copy,

Teste: J. C. Ewing, Clerk.

D.B. No. 49, page 39 etc.

Sora B. With itae

To { Copy of
Deed

Heckel Concessions
Coke Co.

Heckel Con. Co. Co.

vs { Exhibit No. 3

Wm. M. Morris et al

Fee \$2.25

The Commonwealth of Virginia,

To the Sheriff of the County of Lee, Greeting:

WE COMMAND YOU That you summon

*Mary M. Morris and Melinda R
Morris infant heirs of Nevada
M. Morris deceased-*

to appear at the Clerk's Office of the Circuit Court of the County of Lee, at the rules to be held for the said Court on the *First* Monday in *December*, 19*09*, to answer a bill in Chancery, exhibited against *them* in our said court by

*Keokuk Consolidated Coke Company
a Corporation-*

And have then there this writ. Witness, H. C. T. Ewing, Clerk of our said Court, at the court-house, the

29th day of *November*, 19*09*, and in the 13*4*" year of the Commonwealth.

H. C. T. Ewing, Clerk.

Keshu Con. Cote Co-

vs.

SUBPOENA
IN CHANCERY.

Mrs. M. Morris et al
vs. M. & C. Jones p. p.

To *1st Dec - 1904* Rules,
Circuit Court.

Norfolk Consolidated
Coke Company -

vs. } In Chancery

Mony M. Morris et al -

Suit to Extract Title to
R. R. Right of way